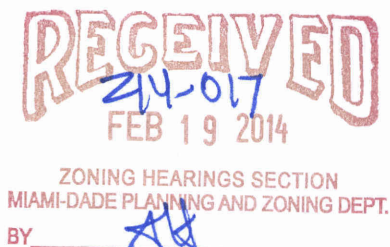


HIVE Preparatory School
7301 SW 57 Court STE 525 • Miami, FL 33143
Phone: (305) 665-1775 Fax: (305) 665-1773

February 12, 2014

Mr. Marcel Sanchez
Associate Pastor
IBB Church
17701 NW 57th Avenue
Miami, Florida 33055



Re: Letter of Intent to Lease approximately 5,000 square feet of classroom, common area and land at IBB Church located at 17701 NW 57th Avenue in Miami, Florida.

Dear Marcel:

I am pleased to provide you with the following proposal to lease space in the above referenced facility. The terms and conditions are as follows:

LANDLORD:	International Bible Baptist Church, Inc.
TENANT:	Advanced Learning Charter School, Inc. d/b/a HIVE Preparatory School
PREMISES:	Approximately 5,000 square feet of classroom area. Tenant shall have access to common areas, parking lots, driveways and land surrounding the classroom area.
LEASE TERM:	Three (3) years.
MINIMUM RENT:	Five thousand dollars (\$5,000.00) per month during the initial term.
DELIVERY OF SPACE:	On or before March 1, 2014
DEPOSIT:	None, however, Tenant will submit the first month's rental upon complete execution of the Lease Agreement, which shall be applied to the first month's rental.

UTILITIES: To be separately metered and tenant shall contract with utility provider for all required utilities.

**LANDLORD DELIVERY
OF PREMISES:** AS IS

**LEASE
COMMENCEMENT:** July 1, 2014; contingent on the county approving a minimum concurrency of 100 kindergarten and 1st grade students.

**TENANT IMPROVEMENT
ALLOWANCE:** NONE

TENANTS USE: A Grade K-5 Public Charter School

TENANTS WORK: Tenant shall complete the space in accordance with local code and permitting. Tenant shall complete all work at its own expense.

**HAZARDOUS
MATERIALS:** Landlord represents and warrants that there are no hazardous materials on the Property. Landlord will (a) be responsible for removing any hazardous materials on the Property, and (b) indemnify, defend and hold Tenant harmless from and against any loss or damage arising out of or relating to any hazardous materials on the Property. Tenant will indemnify, defend, and hold Landlord harmless from and against any loss or damage arising out of or relating to any hazardous materials brought onto the Property by Tenant or its agents or employees.

SIGNAGE: Landlord agrees to permit Tenant use of maximum signage as allowed by municipal approvals and mutually agreed to by Landlord and Tenant.

**CONTINUOUS
OPERATION:** Tenant will agree to open, but will not be subject to a continuous operations lease provision.

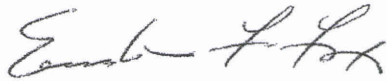
**ACCELERATION OF
RENT:** Tenant will covenant to pay all rentals as they come due, but will not be subject to acceleration of rent.

RECEIVED
24-017
FEB 19 2014
ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.
BY

**NON-BINDING
DISCLOSURE:**

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty on either party to continue negotiations. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties, and/or (3) unilaterally terminate all negotiations with the other party hereto

Sincerely,



Emilio Fox, Education Director
HIVE Preparatory School

Acknowledged, agreed and accepted as to Lessor on this 12th day of February, 2014.

International Bible Baptist Church, Inc.

By: 

Name: Marcel Sanchez

Its: Associate Pastor

Date: 2-12-14

